

# **INVITATION FOR BID**

# BID NAME AND NUMBER: COMBINED PRINTING AND DIRECT MAIL, BER2760

BID OPENING TIME AND DATE: THURSDAY, JULY 6, 2023 @2:00PM BUYER:

Elaine T. Ramond eramond@uno.edu

## **RETURN ALL BIDS TO THE FOLLOWING ADDRESS:**

Purchasing Office
Administration Annex Room 1004G
University of New Orleans
2000 Lakeshore Drive
New Orleans, Louisiana 70148
Phone: (504) 280-3236

## **General Instructions to Bidders**

## 1 Invitation to Bid

Bids for the following items and/or services specified are hereby solicited, and will be received by the Purchasing Office until the stated bid opening time and date and then publicly opened.

## 2 Authority to Sign

Bids must be signed by a person authorized to bind the vendor. In accordance with R. S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the secretary of State; or 2) An individual authorized to bind the vendor, as evidenced by a corporate resolution, certificate, or affidavit; or 3) other documents indicating authority which are acceptable to the University.

#### 3 Read Solicitation

Read the entire solicitation, including all terms, conditions, and specifications.

#### 4 Corrections

All bids should be returned on the forms furnished and must be typed or written in ink. Any corrections or erasures must be initialed by the bidder.

## **5 Delivery of Bids**

Bids may be submitted in person or by mail. **Emailed bids are not accepted**. The mailing address is listed on the cover sheet. Bids delivered in person or by mail should be placed in a sealed envelope and marked with the bid name and number, the bid opening time and date, and the name and address of the bidder. The same information should be affixed to any additional materials sent as a part of the bid submission.

## **6 Bid Alterations**

Alterations to bids will be accepted provided both the bid and alterations have been received in the Purchasing Office prior to bid opening time and date.

#### 7 Late Bids

Late bids will not be accepted and will be returned unopened. Each bidder is solely responsible for the timely delivery of its bid. The University will not be responsible for any delay in the delivery of bids.

## 8 Delivery/Freight Charges

Bid prices will include all delivery/freight charges paid by the vendor, F.O.B., UNO, inside delivery, New Orleans, La, unless otherwise stated in the specifications. Any invoiced delivery charges not quoted and itemized on the UNO purchase order are subject to rejection and non-payment.

#### 9 Taxes

Vendor is responsible for including all applicable taxes in the bid price. The University of New Orleans is exempt from all Louisiana state and local sales and use taxes. By accepting an award, all firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable.

## 10 Payment

Assuming there is no prompt payment discount provision, payment will be made within thirty (30) days from receipt of products in satisfactory condition, or within thirty (30) days from date of invoice, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by the University in any dispute.

## 11 Acceptance

Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.

## **Bid Signature**

By signing this bid, the bidder certifies compliance with all general instructions to bidders, terms, conditions, and specifications, and further certifies that this bid is made without collusion or fraud.

Bidder (Company Name)	Mailing Address
Authorized Signature	City, State, Zip Code
Printed Name	Phone Number
Title	Fax Number
E-Mail Address	Federal Tax ID #

## **Standard Terms and Conditions**

These standard terms and conditions apply to all UNO solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of a conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

#### Auditors

Bidders agrees that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the University's auditors will have the option of auditing all accounts of the Bidder which relate to this purchase.

#### Award

Award will be made to the five (5) lowest responsible and responsive bidders. The University reserves the right to award the items, separately, grouped, or on an all-or-none basis, and to reject any or all bids and to waive any informalities including technicalities in specifications that would preclude competition.

An award model will be used to make the final awards. SECTION 1. PRINTING 80% of total SECTION 2. DIRECT MAIL 20% of total

All solicitation specifications, terms, and conditions will be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

#### Bidder Inquiries

If a bidder is in doubt as to the meaning of any part of a solicitation, bidder may submit a written request for interpretation to the Buyer of Record. Requests must be received in the Purchasing Office no later than **Wednesday**, **June 28**, **2023** prior to the opening of bids. Any interpretation of the documents will be made by Addendum only, issued by the Purchasing Office, and a copy of such Addendum will be sent to all known bidders. The University will not be responsible for any other explanation of the documents.

## Contrary Terms and Conditions

Submittal of any terms and conditions contrary to those contained within this solicitation may cause your bid to be rejected. By signing this bid, vendor agrees that any terms and conditions which may be included in their bid are nullified.

## **Equal Employment Opportunity Compliance**

By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Executive Order 11246, Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act

of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate, and to render services without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Failure to comply shall be grounds for termination of any contract entered into as a result of this solicitation.

## <u>Equivalency</u>

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item. Bidder must state the brand/model he or she is bidding on each item. Bids not specifying brand and model number will be considered as offering the exact product specified in the solicitation.

It will be the sole responsibility of the Bidder to prove equivalency. Bidder will submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so may eliminate the bid from consideration. The decision of the University as to equivalency will be final.

## Governing Law

This purchase shall be construed in accordance with and governed by the laws of the State of Louisiana.

## Louisiana Preference

A preference will be given to materials, supplies, and provision produced, manufactured, assembled, grown, or harvested in Louisiana, quality being equal to articles offered by competitors outside of the state. However, it will be the bidder's sole responsibility to indicate on his bid response which items were (or would be) produced, manufactured, assembled, grown, or harvested in Louisiana. Bidder must be able to provide satisfactory evidence to support preference claim if requested by the University. The enclosed Louisiana Preferences **must** be returned as a part of this bid.

## Legislators Prohibited

According to LAS-R.S. 42:113(D)) the University is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership, or other legal entity in which the Legislator or his/her spouse owns an interest, except publicly traded corporations. Each bidder **must** return the enclosed Disclosure Form as a part of his bid.

## **New Products**

All products are to be new, current model, and of best quality as measured by accepted standards of the trade. No remanufactured, demonstrator, used, or

irregular products will be considered for purchase unless otherwise specified.

## **Warranty**

The manufacturer's standard published warranty and provision will apply, unless more stringent warranties are otherwise required by UNO and specified in the solicitation. In such cases, the bidder and/or manufacturer will honor the specified warranty requirements, and bid prices will include any premium costs of such coverage.

## **DISCLOSURE FORM**

EACH BIDDER IS TO DISCLOSE THE FOLLOWING INFORMATION BY ANSWERING YES OR NO TO THE FOLLOWING QUESTIONS:

<ol> <li>Is the bidder a legislator or person state as elected to the Legislature?</li> </ol>	who has b	een certifi	ed by the Secr	etary of
2. Is the bidder a spouse of a legislator?				
3. If the bidder is a corporation, partner or his spouse own any interest in that co	• •	_	• • • • • • • • • • • • • • • • • • •	_
———4. If the bidder is a corporation, is it a p	oublicly tra	ded corpor	ation?	_
<u>LOUISIANA</u>	PREFEREN	ICES		
FAILURE TO SPECIFY BELOW INFORM PREFERENCE. Preferences shall not apply to service con		<b>ILL</b> CAUSE	ELIMINATION	N FROM
In accordance with the Louisiana Revise may be allowed for products produce Louisiana of equal quality. Do you claim this preference?	d, manufa	ctured, gr	•	ibled ir
Specify Item Numbers:				
Specify location within Louisiana where t grown or assembled:	his produc	t is produc	ed, manufactur	ed,
Do you have a Louisiana Business workfo	orce?	YES	NO	_
If so do you certify that at least fifty peroworkforce is comprised of Louisiana resid	•	) of your Lo	ouisiana busine	SS
		VEC	NO	

## **SECTION 1: PRINTING**

## **MECHANICAL AND MATERIAL REQUIREMENTS**

- 1. All materials used and the digital and mechanical methods and craftsmanship must be directed toward producing modern, high-quality printed pieces.
- 2. The cost of preparing and maintaining plates shall be included in the Bidder's proposed printing charges.
- 3. Typically, artwork and graphics will be provided by email, however, Bidder must have the ability to create or provide graphics and have an FTP site or service for large file uploads.
- 4. Please specify which products you will print offset or digital.

**FILES:** Bidders must be able to accept files in either Macintosh or PC formats. Most files will be in Adobe Acrobat PDF format, however some files may be Adobe InDesign, Illustrator or Photoshop.

**DESIGN:** Any design produced by the Bidder shall be considered an additional charge. The Bidder shall submit the charges for design at an hourly rate. There will be no charge for corrections except for changes in original copy or other content.

**INK:** Inks will be all colors and may be either digital or offset, cost or quantity dependent. Bidder must specify additional charges for color inks selected from the Pantone Matching System (including metallic inks). However, in the case of PMS color, there will be NO additional turnaround time. Inks used on all stationery items must be laser compatible. The Bidder is encouraged to make ink suggestions to UNO for best quality at the best prices, on a project by project basis.

**LINE SCREEN**: 275 or higher.

**PAPER:** Paper stock to be used shall be specified by UNO when an order is placed for each specific job. No paper may be substituted without prior approval by UNO.

**PROOFS:** Proofs must be submitted for each job unless otherwise directed by UNO. In most cases a .pdf file is an acceptable proof, but some jobs may require a physical proof. The cost of generating physical proofs and delivering them to the UNO campus shall be included in the quoted printing price. UNO reserves the right to perform on-site press checks when deemed necessary by the Office of University Marketing.

**DEADLINES:** The vendor will be given ten full working days to complete each normal printing job unless otherwise specified by UNO. This ten-day period shall include transportation time for pick-up and delivery of any required proofs prior to completing the job and delivery time of the completed job.

For business cards: University Marketing Staff attempts to send business card print jobs in batches of 3 or more, but there are occasions where printers may be asked to print only one or two at a time. The standard turn-around time of 10 days applies for business cards as well.

**CONTACT:** The Marketing Coordinator in the Office of University Marketing shall be the primary contact person for the Bidder on the UNO campus. Representatives from other campus units may, however, initiate contact with the Bidder to request price guotes and services.

**COSTS:** For print jobs with specifications different from the items included in the bid, University Marketing will obtain a quote for the estimated cost of each job from vendors awarded a Purchase Order for the category required. The vendor with the lowest price on a particular job will be selected as long as deadlines and other requirements can be met (ie. Paper stock availability, ability to print and trim at certain large sizes, and other considerations etc.). Estimates should be returned to the Office of University Marketing within 24 hours. A single Purchase Order will be used for the contract term to each successful vendor and all invoices for orders placed by University Marketing will reflect that Purchase Order number. For jobs initiated by campus units other than University Marketing, the vendor must either (1) obtain a different Purchase Order number to proceed with the job or (2) obtain written (email) approval from University Marketing for use of the Purchase Order number created as a result of the contract. All invoices must have full name of printed item/project, delivery point on UNO campus, and cost. All invoices will be mailed or emailed to Accounts Payable for approval and payment and cc'd to the Marketing Coordinator.

**SUBCONTRACTING:** The successful vendor will produce all printed matter inhouse, including printing and folding. Subcontracting is allowed for specialty services such as foil stamping, embossing, die-cutting, and numbering, etc.; however, the Office of University Marketing shall be notified of any subcontracting prior to work beginning on a printing job.

**DELIVERY:** Finished jobs must be delivered F.O.B. to the UNO Office of University Marketing or other designated location on campus, such as the storage warehouse or the Earl K. Long Library. Failure to comply shall be grounds to cancel this contract. Delivery of proofs may be required for some jobs.

**WARRANTY:** The Bidder warrants that all work performed under this contract will be high-quality and professional. Any work not meeting these specifications, or of substandard quality as judged by UNO, shall be redone by the bidder without additional cost to UNO. In order to avoid any inconvenience to UNO, the University may use any or all copies of the unacceptable job. This shall be considered restitution to the University for Delay and UNO shall incur no obligation to the vendor because of this use. UNO shall be free of any indebtedness to the vendor until such time as the order is reprinted, providing the reprinting is done and delivered within 10 working days after the order has been rejected. After the 10-day period, UNO shall be free of all and any indebtedness to the vendor for the order in question.

ADDITIONAL COSTS:	
DESIGN SERVICES	
\$	per hour design fee
may be required at time	allowed for most jobs. However, a shorter turn around s. Rush service is defined as a job requiring less than a 48-must declare any additional costs for rush service below:
% 8	dded to total bill for Rush Service

**Prices for Quantities: 250 / 500 / 1,000** 

1. UNO Business cards - $100\#$ cover Lynx; $2/0$ black and PMS 540 blue (or digital equivalent); 2 bleeds (left and right); size $3.5\%$ x $2\%$ inches.				
250	500	1,000	Total	
\$	\$	\$	_ : \$	
2. Athletics Busi 3.5" x 2" inches.	ness cards - 100# co	ver Lynx; 4/4; bl	eeds on all sides; si	ze
250	500	1,000	Total	
<b>\$</b> \$	<u> </u>	\$	_ :\$	
250	ess cards - 100# cove <b>500</b>	1,000	Total	
SONLINE STOREFRONT SERVICES FOR BUSINESS CARD ORDERS:  The successful vendor may provide an online, corporate account on Vendor's website in which faculty and staff can place their orders for UNO business cards covered by the bid, using templates provided by University Marketing. The online storefront will need to be able to provide proof for approval, detailed statements for each order placed, inventory alerts, and order history. The successful vendor must be able to provide proof and demonstration of an existing online workflow process for Academic use. The online workflow process must be implemented for the University of New Orleans within one months of the bid being awarded. If the bidder chooses to utilize this, the bidder must declare any additional set up fee for online services below:				

			1,000	Total
UNO 9x12 alent).	catalog envelopes, w	hite stock; 1	/0 PMS 540	(or digital
	\$	\$		: \$
250	500		1,000	Total
	0 window envelopes ); no bleeds; 9.5" x 4		te with wind	ow; 1/0 PMS 54
	\$	\$		: \$
250	500		1,000	Total
UNO No. 1 eeds; 9.5" x	0 envelopes - regulai 4.125".	white; 1/0	PMS 540 (or	digital equivale
	<b>- Р</b>	<b>~</b>		· Ψ
250	500 \$	\$	1,000	Total
ıl equivalent	rhead - Accent Opaqu ); no bleeds; 8.5" x 1			·
LINO Latto	chood Accort Opage		toyti 1/0 DN	MC E40 blue (or
	\$	\$	:	: \$
	500		.,000	Total

9.	5"x7" postcards, 100# silk cover; 4/4; bleeds all sides.				
	250	500	1,000	Total	
\$		\$	\$	: \$	
10.	5.5"x8.5" posto	ards, 100# silk cover;	; 4/4; bleeds all sid	des.	
	250	500	1,000	Total	
\$		\$	\$	_ : \$	
11.	Slip-sheet, 100	# matte silk text stocl	κ; 4/4; 8.5 x 11.		
	250	500	1,000	Total	
\$		\$	\$	: \$	
12.	Slip-sheet, 100	# matte silk text stocl	<; 4/0; 8.5 x 11		
	250	500	1,000	Total	
\$		\$	\$	: \$	

Total Bid amount for line items 1-12: \$\_\_\_\_\_

## **SECTION 2: DIRECT MAIL**

Please provide a price (not including postage) for printing, processing and mailing the following items with variable data in quantities indicated below. Proof will be provided as .pdf file and will contain UNO non-profit permit as indicia. Data (mail list) will be provided as .xls or .csv file.

#### Price must include:

- 1. Printing artwork and variable data (addresses and barcodes);
- 2. Coding Accuracy Support System (CASS) certification;
- 3. National Change of Address (NCOA) processing;
- 4. Delivery of mail items to USPS;
- 5. Delivery of overs to UNO campus; and
- 6. Any additional services required for successful completion of mailing.

<b>Prices for Quantities:</b> 30	0 / 3,000	/ 5,000	/ 10,000
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300 3,000 5,000 10,000 Total

\$\_\_\_\_\_ \$\_\_\_ \$\_\_\_ : \$\_\_\_\_\_

2. 5.5x8.5 postcards, 100# silk cover, 4/4, bleeds on all sides

1. 5x7 postcards, 100# silk cover, 4/4, bleeds on all sides

300 3,000 5,000 10,000 Total \$\_\_\_\_\_ \$ \_\_\_\_ : \$\_\_\_\_\_ :

3. 5.5x8.5 postcards, 130# satin cover, 4/4, bleeds on all sides

300 3,000 5,000 10,000 Total \$\_\_\_\_\_ \$ \_\_\_\_ \$ \_\_\_\_ : \$\_\_\_\_\_

Total Bid amount for line items 1-3: \$\_\_\_\_\_

## **Special Terms and Conditions**

- 1.All items delivered shall be subject to inspection as to grade and/or quality. If any item is inspected and fails to meet the specifications, the delivery already made will be held for the Vendor's disposition or returned to the Vendor via Freight Collect. If the Vendor fails to make satisfactory replacement within a reasonable time as determined by the University, the University reserves the right to cancel the item and to purchase it elsewhere.
  - 2. Note: No overruns will be accepted by the University.
- 3. The above quantities are estimated to be the amounts needed. In the event a greater or lesser quantity is needed, the right is reserved by the University to increase or decrease the amount at the unit price stated in the bid.
- 4.At the option of the University and acceptance by the contractor, this contract may be extended for four additional twelve (12) month periods at the same prices, terms, and conditions. The initial contract period will be from date of award through June  $30^{\circ}$  of the initial contract year. Renewals will be from July  $1^{\circ}$  through June  $30^{\circ}$  of the remaining contract years. Contract shall not exceed sixty (60) months.
- 5.If the Vendor fails to make delivery within a satisfactory time as determined by the University, the University reserves the right to cancel the item and to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the Vendor making the original unsatisfactory or late delivery.
- 6.Discounts for less than 1% and for less than thirty (30) days will not be considered in making awards.
- 7.It shall be specifically agreed and understood that the Bidders may attend the Bid opening. They shall, whenever any award is considered, furnish specific samples for examination upon request by the University. It shall also be specifically agreed and understood that the decision of the University shall be final.
- 8. The University reserves the right to cancel this contract upon thirty (30) days written notice for failure of the Vendor to deliver on time, for delivery of unsatisfactory merchandise, or for any unsatisfactory performance by the Vendor as determined by the University.
- 9. This agreement may be terminated by either party with thirty (30) days advance notice in writing.

- 10. The successful bidder will be required to assume responsibility for all services and/or products offered in his/her bid whether or not he/she produces them. Further, the University of New Orleans will consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
  - 11. Purchase orders will be awarded for each section an all-or-none basis.
- 12. Fiscal Funding: The continuation of any agreement entered into as a result of this bid past the current fiscal year is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
- 13.It shall be specifically agreed and understood that the Bidders may attend the Bid opening. They shall, whenever any award is considered, furnish specific samples for examination upon request by the University. It shall also be specifically agreed and understood that the decision of the University shall be final.
- 14. The University reserves the right to cancel this contract upon thirty (30) days written notice for failure of the Vendor to deliver on time, for delivery of unsatisfactory merchandise, or for any unsatisfactory performance by the Vendor as determined by the University.
- 15.Escalation Clause: Prior to any renewal term, the contractor may request a price increase for that renewal term based on documented increase costs. The price increase may not be greater than the Consumer Price Index (All Urban Consumers, Current Series) average increase for the prior 12 months. The University reserves the right to approve or disapprove the price increase.
- 16.Piggyback: Other Louisiana Governmental Agencies may purchase at the same terms and conditions if agreed upon by awarded bidder.

## 17. **FEDERAL CLAUSES**.

IF APPLICABLE ANTI-KICKBACK CLAUSE THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUBGRANTEE SHALL BE PROHIBITED FROM INDUCING, BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

#### CLEAN AIR ACT

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN AIR ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

#### ENERGY POLICY AND CONSERVATION ACT

THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163).

## **CLEAN WATER ACT**

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

## ANTI-LOBBYING AND DEBARMENT ACT

THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

18.PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL IN ACCORDANCE WITH LA R.S. 39:1602.1. THE FOLLOWING APPLIES TO ANY BID WITH A MORE AND TO VENDORS WITH FIVE OR VALUE OF \$100,000 OR SUBMITTING A RESPONSE TO THIS MORE EMPLOYEES: BY SOLICITATION, THE BIDDER OR PROPOSER **CERTIFIES AND AGREES** THAT THE FOLLOWING INFORMATION IS CORRECT: IN PREPARING ITS RESPONSE, THE BIDDER OR PROPOSER HAS CONSIDERED ALL PROPOSALS SUBMITTED FROM QUALIFIED, POTENTIAL SUBCONTRACTORS AND SUPPLIERS, AND HAS NOT, IN THE SOLICITATION, SELECTION, OR COMMERCIAL TREATMENT OF ANY SUBCONTRACTOR OR SUPPLIER, REFUSED TO TRANSACT OR TERMINATED BUSINESS ACTIVITIES, OR TAKEN OTHER ACTIONS INTENDED TO LIMIT COMMERCIAL RELATIONS, WITH A PERSON OR ENTITY THAT IS ENGAGING IN COMMERCIAL TRANSACTIONS IN ISRAEL OR ISRAEL-CONTROLLED TERRITORIES, WITH THE SPECIFIC INTENT TO ACCOMPLISH A BOYCOTT OR DIVESTMENT OF ISRAEL. THE BIDDER HAS ALSO NOT RETALIATED AGAINST ANY PERSON OR OTHER ENTITY FOR REPORTING SUCH REFUSAL, TERMINATION, OR COMMERCIALLY LIMITING ACTIONS. THE STATE RESERVES THE RIGHT TO REJECT THE RESPONSE OF THE BIDDER OR PROPOSER IF THIS CERTIFICATION IS SUBSEQUENTLY DETERMINED TO BE FALSE, AND TO TERMINATE ANY CONTRACT AWARDED BASED ON SUCH A FALSE RESPONSE.

## 19. CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT.

BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS" (FORMERLY OMB CIRCULAR A-133). A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT HTTPS://WWW.SAM.GOV.

20.IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (SEE LA R.S. 12:262.1) AND LIMITED LIABILITY COMPANIES (SEE LA R.S. 12:1308.2) MUST BE REGISTERED AND IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A PURCHASE ORDER AND/OR CONTRACT OVER \$25,000.